

<b>SOLICITATION, OFFER AND AWARD</b>				PAGE 1 OF 26 PAGES	
1. CONTRACT NO.	2. SOLICITATION NO. <b>DTFAAL-07-R-00399</b>	3. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFP)	4. DATE ISSUED <b>2/26/07</b>	5. REQUISITION PURCHASE NO. <b>07-00399</b>	
6. ISSUED BY <b>Federal Aviation Administration Acquisition Management Branch, AAL-59A, 222 West 7th Avenue #14 Anchorage, Alaska 99513-7587</b>			7. ADDRESS OFFER TO (If other than Item 6)  <b>Address shown in Block 6 (To Attn: Nancy Eckroth)</b>		

**SOLICITATION**

8. Sealed offers **in original** for furnishing the supplies or services in the Schedule will be received at the place specified in Item 6, or if hand carried, in the depository located in the **Anchorage New Federal Building, 222 W 7th Ave, Anchorage AK - Room 358**, until **4:00pm** local time **March 09, 2007**. Facsimile offers **will be accepted**. See Section L, 3.2.2.3-20 Facsimile Submittals for detailed fax instructions.

9. FOR INFORMATION CALL:	A. NAME <b>Nancy A. Eckroth</b>	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) <b>907/271-5845</b>
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**10. TABLE OF CONTENTS**

(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	8-15
X	B	SUPPLIES OR SERVICES & PRICE/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	3-4	X	J	LIST OF ATTACHMENTS	16
	D	PACKAGING AND MARKING	0	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	5	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	17-22
X	F	DELIVERIES OR PERFORMANCE	6-7	X	L	INSTRS, CONDS, & NOTICES TO OFFERORS	23-25
	G	CONTRACT ADMINISTRATION DATA	0	X	M	EVALUATION FACTORS FOR AWARD	26
	H	SPECIAL CONTRACT REQUIREMENTS	0				

**OFFER (Must be fully completed by offeror)**

11. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

12. DISCOUNTS FOR PROMPT PAYMENT (See FAA AMS Clause No. 3.3.1-17)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
13. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
14. NAME AND ADDRESS OF OFFEROR	15. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT)			
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	16. SIGNATURE		17. OFFER DATE

**AWARD (To be completed by Government)**

18. ACCEPTED AS TO ITEMS NUMBERED	19. AMOUNT	20. ACCOUNTING AND APPROPRIATION	
		21. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
		ITEM 23	
22. ADMINISTERED BY (If other than Item 7) <b>DOT: Federal Aviation Administration Acquisition Management Branch (AAL-59) Federal Building 222 West 7th Ave., #14 Anchorage, AK 99513</b>		23. PAYMENT WILL BE MADE BY <b>FAA Accounts Receivable Branch, AMZ-110 PO Box 25710 Oklahoma City, OK 73125</b>	
24. NAME OF CONTRACTING OFFICER (Type or print)  <b>Nancy A. Eckroth</b>		25. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
		26. AWARD DATE	

IMPORTANT - Award will be made on this form, or on Standard Form 26, or by authorized official written notice.

**PART I - SECTION B**  
**SUPPLIES/SERVICES & PRICE/COST**

Contract Line Item	Quantity	Description	Unit/Each	Total
0001	1 Each	30 Foot Galvanized Self-Supporting Tower <b>FOB FAA Site, Nikolski, Alaska.</b>	\$ _____	\$ _____
0002	1 Each	60 Foot Galvanized Self-Supporting Tower <b>FOB FAA Site, Nome, Alaska</b>	\$ _____	\$ _____
			<b>Total \$</b> _____	

**OPTION 1 (SUBJECT TO AVAILABILITY OF FUNDING)**

0003	2 Each	60 Foot Galvanized Self-Supporting Tower <b>FOB FAA Site, Nome, Alaska</b>	\$ _____	\$ _____
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**PART I - SECTION C**  
**SCOPE OF WORK**

**SPECIFICATIONS**

**30 ft Tower Nikolski (IKO)**

30 ft Galvanized Self-Supporting Tower

Deliver To: FOB FAA Site, Nikolski, Alaska

Delivery Date: 6/1/2007, Nikolski, Alaska

Designs and Drawings must be delivered 2 weeks after award to:

Nancy Eckroth  
222 W 7<sup>th</sup> Ave, Suite 14  
Anchorage, AK 99513

Design to IBC2003 and TIA-222-G Aleutians East (Industry Standard for antenna supporting structures, Recognized by the IBC):

130mph wind loading

0.25 in ice loading

Location: (WGS84) 52 56 25N 168 51 35W

Tower must meet current OSHA safety standards.

Must Include:

- Anchor Bolts
- Inside Climbing Ladder
- Waveguide/coax ladder on outside on one tower face
- 8 6ft Retractable outriggered pipe mounts for whip antennas
- Full work platform w/ lockable hatch
- Rose Glideloc Safety climb rail - includes top and bottom stops, and two sleeves
- 5/8 in x 4 ft lightning rod extending 22 ft above platform on each tower leg with #2 wire download.
- Tower grounding kit - #2 wire ring type
- Installation Drawings
- Structural Analysis
- PE Certification (AK)
- Must have 4 legs
- Installed tower footings must fit within a 10 ft x 10 ft square

Each swing arm must support an omni antenna with a 2 1/2 inch mount, 125 in tall, 19lb.

Vendor will not be required to provide foundation designs.

**60 Ft. Tower Nome (OME)**

60 ft Galvanized Self-Supporting Tower

Deliver To: FOB FAA Site, Nome, Alaska

FAA Nome  
ATTN: Tok Tozier  
PO Box 340  
Building 406  
Sepalla Drive, Nome, Alaska

Delivery Date: 7/1/2007, Nome, Alaska

Designs and Drawings must be delivered 2 weeks after award to:

Nancy Eckroth  
222 W 7<sup>th</sup> Ave, Suite 14  
Anchorage, AK 99513

Design to IBC2003 and TIA-222-G Nome (Industry Standard for antenna supporting structures, Recognized by the IBC):

130mph wind loading  
0.25 in ice loading

Location: Nome RCAG, Alaska

Tower must meet current OSHA safety standards.

Must Include:

- Anchor Bolts
- Inside Climbing Ladder
- Waveguide/coax ladder on outside on one tower face
- 8 6ft Retractable outriggered pipe mounts for whip antennas
- Full work platform w/ lockable hatch
- Rose Glideloc Safety climb rail - includes top and bottom stops, and two sleeves
- 5/8 in x 4 ft lightning rod extending 22 ft above platform on each tower leg with #2 wire

download

- Tower grounding kit - #2 wire ring type
- Installation Drawings
- Structural Analysis
- PE Certification (AK)

Each swing arm must support an omni antenna with a 2 1/2 in mount, 125 in tall, 19lb

Vendor will not be required to provide foundation designs.

**PART I - SECTION E**  
**INSPECTION AND ACCEPTANCE**

E-1. Inspection and acceptance will be performed on-site at final destination.

End of Section E

**PART I - SECTION F**  
**DELIVERIES OR PERFORMANCE**

**3.1-1                      Clauses and Provisions Incorporated by Reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.10.1-9                      Stop-Work Order** (October 1996)

**3.10.1-11                    Government Delay of Work** (April 1996)

**3.11-34                      F.O.B. Destination** (April 1999)

**F-1      Time of Delivery. Alternate I**

(a) The Government requires delivery to be made according to the following schedule:

**REQUIRED DELIVERY SCHEDULE**

ITEM NO.	QUANTITY	ON OR BEFORE*
<u>0001</u>	<u>1</u>	<u>Nikolski, Alaska, 6/01/07</u>
<u>0002</u>	<u>1</u>	<u>Nome, Alaska, 7/01/07</u>
<u>0003</u>	<u>2</u>	<u>Nome, Alaska, Delivery date to be</u> <b>determined Subject to availability of funding</b>

If an alternate delivery schedule is proposed below by the offeror, it cannot exceed the Government's required delivery date by more than 30 days for the Nikolski 30 Ft. tower, and 60 days for the Nome 60 Ft. towers. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule based on the best value offered to the Government. If the offeror proposes no other delivery schedule, the required delivery schedule specified will apply.

**OFFEROR'S PROPOSED DELIVERY SCHEDULE**

ITEM NO.	QUANTITY	ON OR BEFORE* _----
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) The delivery dates or specific periods above are based on the assumption that the Government will make award by **March 14, 2007**. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date, that the contract is in fact awarded. Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. Therefore, the

offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails.

(End of clause)

End of Section F

## PART II - SECTION I CONTRACT CLAUSES

### 3.1-1                    **Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.7-6                Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)**
- 3.2.2.8-1                New Material (October 1996)**
- 3.2.5-1                    Officials Not to Benefit (April 1996)**
- 3.2.5-3                    Gratuities or Gifts (January 1999)**
- 3.2.5-4                    Contingent Fees (October 1996)**
- 3.2.5-5                    Anti-Kickback Procedures (October 1996)**
- 3.2.5-7                    Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)**
- 3.2.5-8                    Whistleblower Protection for Contractor Employees (April 1996)**
- 3.3.1-1                    Payments (April 1996)**
- 3.3.1-15                    Assignment of Claims (April 1996)**
- 3.3.2-1                    FAA Cost Principles (October 1996)**
- 3.6.2-4                    Walsh-Healey Public Contracts Act (April 1996)**
- 3.6.2-9                    Equal Opportunity (August 1998)**
- 3.6.2-12                    Affirmative Action for Special Disabled and Vietnam Era Veterans (January 1998)**
- 3.6.2-13                    Affirmative Action for Workers With Disabilities (April 2000)**
- 3.6.2-14                    Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (January 1998)**
- 3.6.3-1                    Clean Air and Water Certification (April 2000)**
- 3.6.3-2                    Clean Air and Clean Water (April 1996)**
- 3.6.4-2                    Buy American Act--Supplies (July 1996)**
- 3.10.1-7                    Bankruptcy (April 1996)**
- 3.10.1-12                    Changes--Fixed-Price (April 1996)**
- 3.10.6-1                    Termination for Convenience of the Government (Fixed Price) (October 1996)**
- 3.10.6-4                    Default (Fixed-Price Supply and Service) (October 1996)**
- (End of clause)

### 3.2.2.3-75                **Requests for Contract Information (July 2004)**

Any contract resulting from this SIR is a public document, subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552. Unless covered by an exemption described in the Act, the Contracting Officer (CO) may release all information contained in the contract, including unit price, hourly rates and their extensions, to the public on request. Offerors (you) are urged to mark any sensitive documents you submit in response to this SIR that you consider to be trade secrets, proprietary information, or privileged or confidential financial information.

[End of Provision]



### 3.3.1-33 Central Contractor Registration (April 2006)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

**3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration**  
(October 2005)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either?

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for?

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and?

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

### **3.9.1-1 Contract Disputes (November 2002)**

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave, S.W., Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

(j) Additional information and guidance about the ODR dispute resolution process for contract disputes can be found on the ODR Website at <http://www.faa.gov>.

(End of clause)

### **3.9.1-2 Protest After Award (August 1997)**

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of clause)

**3.10.1-25                    Novation and Change-Of-Name Agreements (January 2003)**

a.        In the event the Contractor wishes the Government to recognize a successor in interest to the contract due to a complete transfer of assets required to perform the contract or an applicable merger, the Contractor must submit a written request to the Contracting Officer with the required documentation. This is required in order to obtain the Government's consent for the successor Contractor to assume contract performance and receive payments for deliveries.

b.        For a change of Contractor name the contractor agrees to provide the necessary documentation to establish that a legal name change has been made, including any revision to payment addresses/accounts.

c.        The Contractor agrees to follow the procedures and provide the documents, as requested by the cognizant Contracting Officer, described in FAA Procurement Guidance entitled "Novation and Change-Of-Name Agreements" published at [http://fast.faa.gov/procurement\\_guide/html/3-10-1.htm](http://fast.faa.gov/procurement_guide/html/3-10-1.htm).

d.        When it is in the Government's interest not to concur in the transfer of the contract from one company to another, the Contractor remains subject to all contract terms and conditions including termination for default should the Contractor fail to perform.

(End of Clause)

**3.13-5                        Seat Belt Use by Contractor Employees (January 1999)**

In accordance with Executive Order 13043 entitled "Increasing Seat Belt Use in the U.S.," the contractor is encouraged to implement, communicate and enforce on the job seat belt policies and programs for their employees and subcontractors when operating company-owned, rented or personally-owned vehicles.

(End of clause)

End of Section I

**PART III - SECTION J**  
**LIST OF ATTACHMENTS**

Attachment 1      ANSI/TIA-222-G Industry Standards For Antenna Supporting Structures 1 Page

End of Section J



ANSI/TIA-222-G

State	County	Min. Basic Wind Speed V (mph)	Max. Basic Wind Speed V (mph)	Min. Basic Wind Speed with Ice V <sub>I</sub> (mph)	Max. Basic Wind Speed with Ice V <sub>I</sub> (mph)	Min. Design Ice Thickness t <sub>i</sub> (in.)	Max. Design Ice Thickness t <sub>i</sub> (in.)	Design Frost Depth (in.)	Min. S <sub>s</sub>	Max. S <sub>s</sub>	Notes
AK	ALEUTIANS EAST	130	130	70	70	0.25	0.25	-	0.72	1.91	2, 3
AK	ALEUTIANS WEST	130	130	70	70	0.25	0.25	-	0.24	2.36	2, 3
AK	ANCHORAGE	90	105	60	60	0.25	0.25	-	1.43	1.78	2, 3
AK	BETHEL	90	130	60	70	0.25	0.25	-	0.05	0.93	2, 3
AK	BRISTOL BAY	100	130	70	70	0.25	0.25	-	0.50	0.68	2, 3
AK	DENALI	90	90	60	60	0.00	0.25	-	0.88	2.18	2, 3
AK	DILLINGHAM	100	130	60	70	0.25	0.25	-	0.15	0.46	2, 3
AK	FAIRBANKS NORTH STAR	90	90	60	60	0.00	0.25	-	0.29	1.13	2, 3
AK	HAINES	90	100	50	50	0.25	0.25	-	0.56	1.27	2, 3
AK	JUNEAU	90	110	60	60	0.25	0.25	-	0.25	1.20	2, 3
AK	KENAI PENINSULA	90	120	60	60	0.25	0.25	-	0.65	1.81	2, 3
AK	KETCHIKAN GATEWAY	100	120	50	50	0.25	0.25	-	0.16	0.32	2, 3
AK	KODIAK ISLAND	110	130	60	60	0.25	0.25	-	1.11	1.83	2, 3
AK	LAKE AND PENINSULA	100	130	60	70	0.25	0.25	-	0.31	1.41	2, 3
AK	MATANUSKA SUSITNA	90	90	60	60	0.00	0.25	-	0.87	1.87	2, 3
AK	NOME	130	130	70	80	0.25	0.25	-	0.07	0.64	2, 3
AK	NORTH SLOPE	90	130	60	80	0.25	0.25	-	0.01	0.75	2, 3
AK	NW ARCTIC - KOBUK	100	130	60	80	0.25	0.25	-	0.27	0.91	2, 3
AK	PRINCE WALES KETCHIKAN	90	125	50	50	0.25	0.25	-	0.12	1.12	2, 3
AK	SITKA	100	120	50	50	0.25	0.25	-	0.64	2.01	2, 3
AK	SKAGWAY YAKUTAT ANGOON	90	115	50	50	0.25	0.25	-	0.17	2.18	2, 3
AK	SOUTHEAST FAIRBANKS	90	90	60	60	0.00	0.25	-	0.19	2.18	2, 3
AK	VALDEZ CORDOVA	90	110	50	60	0.00	0.50	-	0.56	2.18	2, 3
AK	WADE HAMPTON	120	130	60	80	0.25	0.25	-	0.14	0.59	2, 3
AK	WRANGELL PETERSBURG	100	110	50	50	0.25	0.25	-	0.12	0.97	2, 3
AK	YUKON KOYUKUK	90	130	60	70	0.00	0.25	-	0.17	1.11	2, 3
AL	AUTAUGA	95	100	30	30	0.25	0.25	10	0.17	0.19	-
AL	BALDWIN	115	150	30	30	0.25	0.25	5	0.10	0.15	-
AL	BARBOUR	95	105	30	30	0.25	0.25	5	0.13	0.15	-
AL	BIBB	90	95	30	30	0.25	0.25	10	0.22	0.27	-
AL	BLOUNT	90	90	30	30	0.25	0.50	10	0.31	0.34	-
AL	BULLOCK	95	100	30	30	0.25	0.25	5	0.13	0.16	-
AL	BUTLER	100	105	30	30	0.25	0.25	5	0.13	0.15	-
AL	CALHOUN	90	90	30	30	0.25	0.50	10	0.28	0.36	-
AL	CHAMBERS	90	95	30	30	0.25	0.50	10	0.18	0.23	-
AL	CHEROKEE	90	90	30	30	0.50	0.75	10	0.35	0.47	-
AL	CHILTON	90	95	30	30	0.25	0.25	10	0.19	0.26	-
AL	CHOCTAW	100	105	30	30	0.25	0.25	5	0.17	0.19	-
AL	CLARKE	100	115	30	30	0.25	0.25	5	0.14	0.18	-
AL	CLAY	90	90	30	30	0.25	0.25	10	0.23	0.29	-
AL	CLEBURNE	90	90	30	30	0.25	0.50	10	0.26	0.36	-
AL	COFFEE	105	110	30	30	0.25	0.25	5	0.12	0.13	-
AL	COLBERT	90	90	30	30	0.75	0.75	10	0.28	0.38	-
AL	CONECUH	105	115	30	30	0.25	0.25	5	0.12	0.14	-
AL	COOSA	90	95	30	30	0.25	0.25	10	0.19	0.26	-

State	County	Min. Basic Wind Speed $V$ (mph)	Max. Basic Wind Speed $V$ (mph)	Min. Basic Wind Speed with Ice $V_i$ (mph)	Max. Basic Wind Speed with Ice $V_i$ (mph)	Min. Design Ice Thickness $t_i$ (in.)	Max. Design Ice Thickness $t_i$ (in.)	Design Frost Depth (in.)	Min. $S_s$	Max. $S_s$	Notes
TUTUILA	TUTUILA (AMERICAN SAMOA)	125	125	0.00	0.00	0.00	0.00	0	1.00	1.00	-
VI	VIRGIN ISLANDS	145	145	0.00	0.00	0.00	0.00	0	0.00	0.60	-

**Notes:**

For a site location not designated as a county, refer to the design criteria maps in Appendix 1 to determine the design values for the site.

The tabulated wind speeds represent the minimum and maximum basic wind speeds associated with a county when multiple basic wind speed contours traverse a county. For these counties, refer to the design criteria maps in Appendix 1 to determine the basic wind speed for a specific site location. When a site is located between two contours, the higher wind speed contour shall be used as the basic wind speed.

The tabulated design values represent the minimum and maximum design values associated with a county when multiple ice and/or wind zones traverse a county. For these counties, refer to the design criteria maps in Appendix 1 to determine the basic wind speed with ice and the design ice thickness for a specific site location.

Earthquake effects may be ignored per this Standard for site locations where  $S_s$  does not exceed 1.0 (refer to 2.7.3). Maximum and minimum values for  $S_s$  are tabulated to facilitate identifying those counties where earthquake effects may be ignored. For a specific site location where the maximum value of  $S_s$  exceeds 1.0 for the county, or for any location where earthquake effects are desired to be determined, refer to the design criteria maps in Appendix 1 to determine the values of  $S_s$  and  $S_i$  for the specific site location. When a site is located between two contours, linear interpolation may be used. Values for  $S_s$  and  $S_i$  shown on the design criteria maps are expressed as a percent of gravity and therefore must be divided by 100 to be used with this Standard. (The tabulated  $S_s$  values were provided by Ken Rukstales, US Geological Survey, National Seismic Hazard Mapping Program.)

For metric units, refer to Annex M for appropriate conversion factors.

The following notes correspond to the notes listed in the county listings of design criteria:

1. Special wind regions exist within the county. Refer to the design criteria maps in Appendix 1. The authority having jurisdiction may require higher basic wind speeds for a specific site location in these regions to account for local wind conditions.
2. Special ice regions exist within the county. Refer to the design criteria maps in Appendix 1. The authority having jurisdiction may require higher basic wind speeds with ice and/or higher design ice thicknesses for a specific site location in these regions to account for local wind on ice conditions.
3. The design frost depth shall be based on regional climatic data and knowledge of local conditions in accordance with 2.6.4.1.

**PART IV - SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**3.1-1                      Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.5-2                      Independent Price Determination (October 1996)**  
**3.6.3-10                    Certification of Toxic Chemical Release Reporting (August 1998)**  
**3.2.2.3-70                Taxpayer Identification (July 2004)**

**(a) Definitions.**

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

**(c) Taxpayer Identification Number (TIN).**

- ☐ TIN: \_\_\_\_\_  
☐ TIN has been applied for.  
☐ TIN is not required because:  
☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;  
☐ Offeror is an agency or instrumentality of a foreign government;  
☐ Offeror is an agency or instrumentality of a Federal, state, or local government;  
☐ Other--State basis. \_\_\_\_\_.

**(d) Corporate Status.**

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

### **3.2.2.3-76 Representation- Release of Contract Information (July 2004)**

(a) Any contract resulting from this SIR may be subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) The offeror's (you, your) position regarding the possible release of information you provide in response to this SIR is as follows:

(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--

The offeror (you) represents that--(1)☐ You have made a complete review of your offer(s) in response to this SIR and no exemption from mandatory release under FOIA exists, and, (2)☐ You have no objection to the release of any contract you may be awarded in whole or in part resulting from this SIR.

OR

The offeror (you) represents that ☐ your offer(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, you represent that--(1)☐ You have identified any sensitive documents you submitted in response to this SIR by placing restrictive markings on them. This may include trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2)☐ As the party that provided the information, you have provided the Contracting Officer (by separate letter concurrent with this offer) detailed information listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke a FOIA exemption.

[End of Provision]

**3.2.2.7-7 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (April 1996)**

(a) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

**3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)**

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(End of provision)

**3.6.2-3 Walsh-Healey Public Contracts Act Representation (January 1998)**

The offeror represents as a part of this offer that the offeror:

is ☐ or is not ☐ a regular dealer in, or

is ☐ or is not ☐ a manufacturer of, the supplies offered.

(End of provision)

**3.13-4 Contractor Identification Number/Data Universal Numbering System (DUNS) Number (April 2006)**

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: \_\_\_\_\_

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) An offeror may obtain a DUNS number
  - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or
  - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
  - (i) Company legal business.
  - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company Physical Street Address, City, State, and ZIP Code.
  - (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
  - (v) Company Telephone Number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

**BUSINESS DECLARATION****K-1**Tax Identification  
No.:

1. Name of Firm: \_\_\_\_\_
2. Address of Firm: \_\_\_\_\_
3. Telephone Number of Firm: \_\_\_\_\_
4. a. Name of Person Making Declaration \_\_\_\_\_
- b. Telephone Number of Person Making Declaration \_\_\_\_\_
- c. Position Held in the Company \_\_\_\_\_
5. Controlling Interest in Company ("*X*" all appropriate boxes)
- ☐ a. Black American      ☐ b. Hispanic American      ☐ c. Native American      ☐ d. Asian American
- ☐ e. Other Minority (*Specify*) \_\_\_\_\_      ☐ f. Other (*Specify*) \_\_\_\_\_
- ☐ g. Female      ☐ h. Male      ☐ i. 8(a) Certified (*Certification letter attached*)      ☐ j. Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes      ☐ b. No      (*If "NO," provide the name and telephone number of the person who has this authority.*) \_\_\_\_\_
7. Nature of Business (*Specify all services/products (NAIC)*) \_\_\_\_\_
8. (a) Years the firm has been in business: \_\_\_\_\_ (b) No. of Employees \_\_\_\_\_
9. Type of Ownership: ☐ a. Sole Ownership      ☐ b. Partnership
- ☐ c. Other (*Explain*) \_\_\_\_\_
10. Gross receipts of the firm for the last three years:
- |                         |                           |
|-------------------------|---------------------------|
| a.1. Year Ending: _____ | b.1. Gross Receipts _____ |
| a.2. Year Ending: _____ | b.2. Gross Receipts _____ |
| a.3. Year Ending: _____ | b.3. Gross Receipts _____ |
11. Is the firm a small business? ☐ a. Yes      ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes      ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes      ☐ b. No

***I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING  
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.  
I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS  
OF 18 USCS 1001.***

14. a. Signature \_\_\_\_\_

b.

Date: \_\_\_\_\_

c. Typed Name \_\_\_\_\_

d.

Title: \_\_\_\_\_



**PART IV - SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**3.1-1                      Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1                      False Statements in Offers (July 2004)**
- 3.2.2.3-11                    Unnecessarily Elaborate Submittals (July 2004)**
- 3.2.2.3-12                    Amendments to Screening Information Requests (July 2004)**
- 3.2.2.3-14                    Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)**
- 3.2.2.3-16                    Restricting, Disclosing and Using Data (July 2004)**
- 3.2.2.3-17                    Preparing Offers (July 2004)**
- 3.2.2.3-19                    Contract Award (July 2004)**
- 3.2.2.3-20                    Electronic Offers (July 2004)**
- 3.2.2.3-20 Electronic Offers (July 2004)**

(a) The offeror (you) may submit responses to this SIR by the following electronic means \_ fax or \_ e-mail, Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically by Fax to attention Nancy Eckroth, (907) 271-2326 or by e-mail to [Nancy.Eckroth@faa.gov](mailto:Nancy.Eckroth@faa.gov).

(f) If you choose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

**3.2.2.3-38/alt2              Requirements for Cost or Pricing Data or Other Information Alternate II (July 2004)**

(a) The FAA does not require cost or pricing data.

(b) The offeror must provide the following information:

1. Engineering Data Sheet according to TIA-222-G \_\_\_\_
2. Scope of Tower Stress Analysis according to TIA-222-G \_\_\_\_

(End of provision)

### 3.2.4-1                    **Type of Contract (April 1996)**

The FAA contemplates award of a **Firm Fixed Price Supply** contract resulting from this Screening Information Request.

(End of provision)

### 3.9.1-3                    **Protest (November 2002)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

- (2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

#### **L-1 Partial Availability of Funds**

Only partial funding is presently available for this contract. The FAA's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for unfunded items may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

**PART IV - SECTION M**  
**EVALUATION FACTORS FOR AWARD**

**M-1 Evaluation of Offers**

Offers will be evaluated based on price and the ability to match the Government's required delivery schedule. Meeting the required delivery schedule will be slightly less important than price.

A Contract will be awarded to the responsive, responsible business concern whose offer best meets the Government's requirement in accordance with the specifications, and offers the best value to the Government based on price and the ability to best meet the FAA's required delivery schedules.